

We encourage everyone to view the meeting live via YouTube.

***Leavenworth County
Board of County Commissioners***

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
April 16, 2025
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 25 minutes at the beginning of each meeting and limited to five minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of the meeting of April 9, 2025
 - b) Approval of the minutes of the work sessions of April 9, 2025
 - c) Approval of the schedule for the week of April 21, 2025
 - d) Approval of the check register
 - e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Board Order 2025-4, declaring the property located at 2210 Ottawa St., Leavenworth, KS 66048 to be of imminent hazard to the public and uninhabitable.
 - **Consider a motion to adjourn as the Leavenworth County Board of County Commissioners and convene as the Leavenworth County Board of Health.**
 - **Open public hearing**
 - **Close public hearing**
 - **Consider a motion to approve Board Order 2025-4, declaring the property located at 2210 Ottawa St., Leavenworth, KS 66048 to be of imminent hazard to the public and uninhabitable.**
 - **Consider a motion to adjourn as the Leavenworth County Board of Health and reconvene as the Leavenworth County Board of County Commissioners.**
- b) Consider a motion to approve the cancellation of the current agreements for the 235th St. project with KDOT for project 52c-5250-01.
- c) Consider a motion to approve an agreement for the 235th St. project 52c-5250-01 with KDOT utilizing the Congressionally Directed Spending and Kansas Cost Share Grants.
- d) Consider a motion to approve the listed equipment per Public Works as surplus and sell on PurpleWave.

VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.

- a) Quarterly reports
 - Human Resources
 - Adult/Juvenile Community Corrections
 - Buildings and Grounds
 - Public Works

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, April 14, 2025

Tuesday, April 15, 2025

11:30 a.m. Leavenworth State of the City
• Riverfront Community Center, Leavenworth, KS

12:00 p.m. LCPA meeting

Wednesday, April 16, 2025

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, April 17, 2025

Friday, April 18, 2025

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

*****April 9, 2025 *****

The Board of County Commissioners met in a regular session on Wednesday, April 9, 2025. Commissioner Smith, Commissioner Culbertson; Commissioner Stieben, Commissioner Reid and Commissioner Dove are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Jon Khalil, Deputy County Counselor; Tammy Saldivar, Solid Waste Director; Bill Noll, Infrastructure and Construction Services;

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Smith spoke about land that the County is trying to obtain in Lansing.

Commissioner Culbertson spoke about a rumor that Leavenworth County has \$73 million in reserves.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to accept the consent agenda for Wednesday, April 9, 2025 as presented.

Motion passed, 5-0.

Bill Noll requested approval of a financing agreement for a service bed mechanic truck.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve the financing agreement with Kansas State Bank for one service bed mechanic truck for three yearly payments of \$43,588.43 with a fourth-year purchase balloon payment option.

Motion passed, 5-0.

Tammy Saldivar requested the chairperson to sign a grant application for asphalt paving.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to authorize the chairperson to sign a grant application for Solid Waste for asphalt paving in the recycling area of the Transfer Station.

Motion passed, 5-0.

Ms. Saldivar requested the chairperson to sign a grant application for an enclosure of a building.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to authorize the chairperson to sign a grant application to enclose the "C" building at the Transfer Station.

Motion passed, 5-0.

Ms. Saldivar presented the quarterly report for Solid Waste.

Commissioner Reid spoke about the Leavenworth City Commission meeting.

John Redden, Joe Oaks and Paul Cromer commented on non-agenda items.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to adjourn.

Motion passed, 5-0.

The Board adjourned at 9:40 a.m.

*****April 9, 2025 *****

The Board of County Commissioners met in a work session on Wednesday, April 9, 2025. Commissioner Culbertson; Commissioner Smith, Commissioner Stieben, Commissioner Reid and Commissioner Dove are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor, Jon Khalil, Deputy County Counselor; John Jacobson, Planning and Zoning Director

The Board met in a work session to discuss reinvestment housing incentive district draft policy.

Staff will bring back the policy in two weeks for consideration.

The Board ended the work session at 10:22 a.m.

Draft

*****April 9, 2025 *****

The Board of County Commissioners met in a work session on Wednesday, April 9, 2025. Commissioner Culbertson; Commissioner Smith, Commissioner Stieben, Commissioner Reid and Commissioner Dove are present; Also present: Mark Loughry, County Administrator; Bill Noll, Infrastructure and Construction Services

The Board met in a work session to discuss the capital improvement plan for Public Works.

The Board ended the work session at 11:49 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, April 21, 2025

Tuesday, April 22, 2025

8:00 a.m. Workforce Partnership meeting

12:00 p.m. MARC meeting

Wednesday, April 23, 2025

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, April 24, 2025

Friday, April 25, 2025

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

START DATE: 04/05/2025 END DATE: 04/11/2025

warrants by vendor

FMWARRPTR2		LEAVENWORTH COUNTY						4/10/25	17:02:03
DCOX		WARRANT REGISTER - BY FUND / VENDOR						Page	2
		START DATE: 04/05/2025 END DATE: 04/11/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES									
		P.O.NUMBER	CHECK#						
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	800.00	
2410	FIRST CALL INC	FIRST CALL INC	348052	113193 AP	04/11/2025	5-001-5-13-211	INV 18137 MARCH TRANSPORTS	125.00	
*** VENDOR								2410 TOTAL	2,925.00
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-001-5-05-271	MAY CAMERAS	100.00	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-001-5-06-222	MAY CAMERAS	19.95	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-001-5-11-271	MAY CAMERAS	19.95	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-001-5-31-230	MAY CAMERAS	59.85	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-001-5-41-271	MAY CAMERAS	100.00	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-001-5-53-220	MAY CAMERAS	99.75	
*** VENDOR								605 TOTAL	399.50
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-001-5-05-271	LEAV01 MARCH GEOLOCATING	264.18	
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-001-5-06-222	LEAV01 MARCH GEOLOCATING	16.33	
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-001-5-11-271	LEAV01 MARCH GEOLOCATING	16.33	
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-001-5-31-230	LEAV01 MARCH GEOLOCATING	48.99	
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-001-5-41-271	LEAV01 MARCH GEOLOCATING	97.98	
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-001-5-53-220	LEAV01 MARCH GEOLOCATING	81.65	
*** VENDOR								243 TOTAL	525.46
4473	HART'S COO	HART'S COOK PAINT & DECORATING	348057	113198 AP	04/11/2025	5-001-5-07-360	SHERIFF PAINT	28.89	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-02-212	SHREDDING COURTHOUSE (NO ANNEX	32.31	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-02-212	SHREDDING COURTHOUSE (NO ANNEX	6.53	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-14-247	SHREDDING COURTHOUSE (NO ANNEX	29.96	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-14-247	SHREDDING COURTHOUSE (NO ANNEX	6.05	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-19-220	SHREDDING DIST CT/COMM CORR	191.35	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-28-301	SHREDDING COURTHOUSE (NO ANNEX	14.98	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506	04/11/2025	5-001-5-28-301	SHREDDING COURTHOUSE (NO ANNEX	3.03	
*** VENDOR								8416 TOTAL	284.21
99	JUROR								

warrants by vendor

START DATE: 04/05/2025 END DATE: 04/11/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

FMWARRPTR2		LEAVENWORTH COUNTY							4/10/25	17:02:03
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		P.O.NUMBER		CHECK#						
99	JUROR									
						*** VENDOR		99 TOTAL	3,345.80	
1190	KAC	KANSAS ASSN OF COUNTIES	348118	113259 AP	04/11/2025	5-001-5-07-202	BUDGET & FINANCE WORKSHOP X2	125.00		
1190	KAC	KANSAS ASSN OF COUNTIES	348118	113259 AP	04/11/2025	5-001-5-07-202	BUDGET & FINANCE WORKSHOP X2	125.00		
						*** VENDOR		1190 TOTAL	250.00	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	348177	508	04/11/2025	5-001-5-05-215	512142220 2006970 09 GAS SERVI	156.33		
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	348177	508	04/11/2025	5-001-5-05-215	510263944 1556921 09 GAS SERVI	159.81		
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	348177	508	04/11/2025	5-001-5-14-220	510614745 1631910 36 GAS SERVI	465.93		
						*** VENDOR		66366 TOTAL	782.07	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	348120	113261 AP	04/11/2025	5-001-5-31-290	08-LVPWD01 LOCATES	6.65		
13089	KCKCC	KANSAS CITY KS COMMUNITY COLLE	348122	113263 AP	04/11/2025	5-001-5-05-202	SPONSOR 0235939 BASS,NIRK,JOHN	1,798.00		
13089	KCKCC	KANSAS CITY KS COMMUNITY COLLE	348122	113263 AP	04/11/2025	5-001-5-05-202	SPONSOR 0235939 BASS,NIRK,JOHN	1,330.51		
13089	KCKCC	KANSAS CITY KS COMMUNITY COLLE	348122	113263 AP	04/11/2025	5-001-5-05-202	SPONSOR 0235939 BASS,NIRK,JOHN	1,230.51		
						*** VENDOR		13089 TOTAL	4,359.02	
6909	KU EDWARDS	UNIVERSITY OF KANSAS	348123	113264 AP	04/11/2025	5-001-5-07-203	KLEAP ANNUAL FEE -C	500.00		
6909	KU EDWARDS	UNIVERSITY OF KANSAS HOSPITAL	348124	113265 AP	04/11/2025	5-001-5-14-321	SEXUAL ASSAULT EVIDENCE COLLEC	725.00		
						*** VENDOR		6909 TOTAL	1,225.00	
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	348125	113266 AP	04/11/2025	5-001-5-19-221	9020533027 DIST CT INTERPRETER	3.00		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	348127	113268 AP	04/11/2025	5-001-5-11-301	ONE SKID OF PAPER (40 BOXES)	1,780.00		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	348127	113268 AP	04/11/2025	5-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,460.89		
						*** VENDOR		4755 TOTAL	3,240.89	
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	348129	113270 AP	04/11/2025	5-001-5-07-219	4227550 INMATE MEDICAL SUPPLIE	4.05		
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	348129	113270 AP	04/11/2025	5-001-5-07-219	4227550 INMATE MEDICAL SUPPLIE	288.35		
						*** VENDOR		2419 TOTAL	292.40	
2666	MISC REIMBURSEMENTS	FRAN KEPPLER	348131	113272 AP	04/11/2025	5-001-5-49-211	PER DIEM SANDBURG ACADEMY MANH	131.00		
2666	MISC REIMBURSEMENTS	STEPHANIE SLOOP	348132	113273 AP	04/11/2025	5-001-5-49-211	REIM MILEAGE CO VEHICLE, ELVIS	39.84		

warrants by vendor

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2666	MISC REIMBURSEMENTS	STEPHANIE SLOOP	348132	113273 AP	04/11/2025	5-001-5-49-211	REIM MILEAGE CO VEHICLE, ELVIS	32.27	
							*** VENDOR	2666 TOTAL	203.11
391	PDQ.COM	PDQ INTERMEDIATE INC	348141	113283 AP	04/11/2025	5-001-5-18-254	SOFTWARE SUBSCRIPTION TO 3/30/	2,677.50	
478	QUADIENT LEASING USA	QUADIENT LEASING USA	348142	113284 AP	04/11/2025	5-001-5-14-234	00937933 QUARTERLY PMT 18/20	741.99	
7098	QUILL CORP	QUILL CORP	348143	113285 AP	04/11/2025	5-001-5-01-301	6310540 BOCC SUPPLIES	317.50	
7098	QUILL CORP	QUILL CORP	348143	113285 AP	04/11/2025	5-001-5-28-301	5367908 HR OFFICE SUPPLIES	55.99	
7098	QUILL CORP	QUILL CORP	348143	113285 AP	04/11/2025	5-001-5-28-301	5367908 HR OFFICE SUPPLIES	11.99	
7098	QUILL CORP	QUILL CORP	348143	113285 AP	04/11/2025	5-001-5-28-301	5367908 HR OFFICE SUPPLIES	2.99	
7098	QUILL CORP	QUILL CORP	348143	113285 AP	04/11/2025	5-001-5-28-301	5367908 HR OFFICE SUPPLIES	31.99	
7098	QUILL CORP	QUILL CORP	348143	113285 AP	04/11/2025	5-001-5-28-301	5367908 HR OFFICE SUPPLIES	130.53	
							*** VENDOR	7098 TOTAL	550.99
6713	REILLY & S	REILLY & SONS INC	348144	113286 AP	04/11/2025	5-001-5-14-224	810-7S674530 (2024-2025) BUSIN	8,457.00	
223	RIVERSIDE	RIVERSIDE RESOURCES	348145	113287 AP	04/11/2025	5-001-5-25-210	2025 LEAV CO BUDGET ALLOCATION	15,000.00	
8350	SECURITAS TECHNOLOGY	SECURITAS TECHNOLOGY COPRORATI	348146	113288 AP	04/11/2025	5-001-5-07-359	JAIL CONTROL STATION 574397-25	11,054.65	
8350	SECURITAS TECHNOLOGY	SECURITAS TECHNOLOGY COPRORATI	348146	113288 AP	04/11/2025	5-001-5-07-359	REMOTE SUPPORT 3/14/25	410.00	
							*** VENDOR	8350 TOTAL	11,464.65
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	348147	113289 AP	04/11/2025	5-001-5-31-291	CARPET INSTALLATION EMERGENCY	3,863.40	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	348148	113290 AP	04/11/2025	5-001-5-31-212	204513 PEST CONTROL 13 LOCATIO	601.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	348148	113290 AP	04/11/2025	5-001-5-32-211	204513 PEST CONTROL 13 LOCATIO	85.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	348148	113290 AP	04/11/2025	5-001-5-33-211	204513 PEST CONTROL 13 LOCATIO	125.00	
							*** VENDOR	915 TOTAL	811.00
6575	STERICYCLE	STERICYCLE, INC	348149	113291 AP	04/11/2025	5-001-5-07-359	1000809211 MEDICAL WASTE REMOV	212.48	
113	SUMNERONE INC	SUMNERONE INC	348150	113292 AP	04/11/2025	5-001-5-19-204	50ULC08 CLERKS FRONT COPIER	97.66	
113	SUMNERONE INC	SUMNERONE INC	348150	113292 AP	04/11/2025	5-001-5-42-301	50COL2 COPIES - GIS	19.59	
							*** VENDOR	113 TOTAL	117.25
829	THOMSON REUTERS	THOMSON REUTERS - WEST	348171	502	04/11/2025	5-001-5-09-209	1005824053 ONLINE SUBSCRIPTION	223.00	
4648	WASTE MANAGEMENT	WASTE MANAGEMENT	348173	504	04/11/2025	5-001-5-07-208	21-53290-33008 FINAL BILL SHER	230.24	
2	WATER DEPT	WATER DEPT	348153	113295 AP	04/11/2025	5-001-5-05-210	WATER SVC 5175 HUGHES RD	89.90	
2	WATER DEPT	WATER DEPT	348153	113295 AP	04/11/2025	5-001-5-05-215	WATER SVC 500 EISENHOWER	45.10	
2	WATER DEPT	WATER DEPT	348153	113295 AP	04/11/2025	5-001-5-14-220	WATER SVC COURTHOUSE	531.82	
2	WATER DEPT	WATER DEPT	348153	113295 AP	04/11/2025	5-001-5-32-392	WATER SVC 601 S 3RD ST	3,296.11	
2	WATER DEPT	WATER DEPT	348153	113295 AP	04/11/2025	5-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	72.97	
2	WATER DEPT	WATER DEPT	348153	113295 AP	04/11/2025	5-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	269.20	
							*** VENDOR	2 TOTAL	4,305.10
276	WEX	WEX BANK	348168	499	04/11/2025	5-001-5-14-335	PLANNING FUEL TO 3.23	48.34	
2007	WIRENUTS	WIRENUTS	348155	113297 AP	04/11/2025	5-001-5-33-209	COA SVC CALL 711 MARSHALL - AC	126.25	
100	WITNESS LIST								

warrants by vendor

START DATE: 04/05/2025 END DATE: 04/11/2025

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4136	BRANDT FAB	BRANDT FABRICATING	348041	113182 AP	04/11/2025	5-133-5-00-360	4-13 SQUARE TUBING	208.32	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	1,592.72	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,124.20	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,122.45	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,125.37	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	4,607.87	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,115.46	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	4,655.11	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,132.37	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	1,525.65	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,127.12	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	1,554.81	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	4,691.26	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	3,097.38	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	348046	113187 AP	04/11/2025	5-133-5-00-306	4-14 C00404 BULK DEICING SALT	1,536.15	
*** VENDOR								2509 TOTAL	42,007.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	348170	501	04/11/2025	5-133-5-00-207	MIDWEST MOBILE MONTHLY MAINT (500.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	348170	501	04/11/2025	5-133-5-00-210	4-5 AT&T MOBILITY - PUB WORKS	360.87	
*** VENDOR								648 TOTAL	860.87
822	CUSTOM TRUCK ONE	CUSTOM TRUCK ONE LP	348047	113188 AP	04/11/2025	5-133-5-00-360	4-15 01275 CROSS TUBING	291.86	
24441	E EDWARDS	E EDWARDS	348048	113189 AP	04/11/2025	5-133-5-00-364	4-16 C083578 SAFETY BOOTS - AU	165.00	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	348178	509	04/11/2025	5-133-5-00-229	APRIL VEHICLE LEASES	12,948.34	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	348176	507	04/11/2025	5-133-5-00-251	4-6 ELEC SVC NORTH END SALT DO	78.79	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194 AP	04/11/2025	5-133-5-00-229	MAY CAMERAS	1,018.65	
774	G W VAN KEPPEL	G W VAN KEPPEL	348055	113196 AP	04/11/2025	5-133-5-00-360	4-17 BP0005100 DYCAC:1330177	527.42	
243	GEOTAB	GEOTAB USA INC	348056	113197 AP	04/11/2025	5-133-5-00-229	LEAV01 MARCH GEOLOCATING	1,133.14	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	4,351.70	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	1,809.70	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	2,687.76	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	3,149.81	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	644.89	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	440.27	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	718.22	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	348060	113201 AP	04/11/2025	5-133-5-00-303	4-18 218331 AB3	253.42	
*** VENDOR								369 TOTAL	14,055.77
7655	J F DENNEY P	J F DENNEY PLUMBING & HEATING	348061	113202 AP	04/11/2025	5-133-5-00-207	4-19 SVC CALL/LABOR - HOTSYS	529.00	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	348119	113260 AP	04/11/2025	5-133-5-00-364	4-20 SAFETY BOOTS - PUBLIC WOR	165.00	
8408	KANSAS STA	KANSAS STATE HISTORICAL SOCIET	348121	113262 AP	04/11/2025	5-133-5-00-327	4-21 34 SURVEY REFERENCE REPOR	136.00	
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-133-5-00-304	4-8 LEAROA AFD, PROPANE,UNLEAD	19,259.54	
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-133-5-00-304	4-8 LEAROA AFD, PROPANE,UNLEAD	48.00	
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-133-5-00-304	4-8 LEAROA AFD, PROPANE,UNLEAD	9,096.25	
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-133-5-00-304	4-8 LEAROA AFD, PROPANE,UNLEAD	11,558.76	
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-133-5-00-310	4-8 LEAROA AFD, PROPANE,UNLEAD	736.75	
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-133-5-00-310	4-8 LEAROA AFD, PROPANE,UNLEAD	3,674.56	
*** VENDOR								461 TOTAL	44,373.86
537	LEAV TIMES	CHERRYROAD MEDIA INC	348128	113269 AP	04/11/2025	5-133-5-00-208	4-22 30313 BID NOTICE FOR AIR	16.78	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	348130	113271 AP	04/11/2025	5-133-5-00-360	4-26 95988 PULLEY,FILTERS, REM	161.81	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	348130	113271 AP	04/11/2025	5-133-5-00-360	4-26 95988 PULLEY,FILTERS, REM	926.47	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	348130	113271 AP	04/11/2025	5-133-5-00-360	4-26 95988 PULLEY,FILTERS, REM	91.04	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	348130	113271 AP	04/11/2025	5-133-5-00-360	4-26 95988 PULLEY,FILTERS, REM	120.92	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	348130	113271 AP	04/11/2025	5-133-5-00-360	4-26 95988 PULLEY,FILTERS, REM	251.42	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	348130	113271 AP	04/11/2025	5-133-5-00-360	4-26 95988 PULLEY,FILTERS, REM	18.66	

START DATE: 04/05/2025 END DATE: 04/11/2025

warrants by vendor

START DATE: 04/05/2025 END DATE: 04/11/2025

			P.O.NUMBER	CHECK#						
347	WINTER EQUIPMENT	WINTER EQUIPMENT COMPANY INC	348154	113296	AP	04/11/2025	5-133-5-00-360	4-33 CNTYLEAVENWORTH HAMMERHEA	3,374.70	
2007	WIRENUTS	WIRENUTS	348155	113297	AP	04/11/2025	5-133-5-00-207	4-34 CO SHOP - SVC CALL - REPA	196.00	
TOTAL FUND 133										232,694.08
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	348178	509		04/11/2025	5-136-5-00-221	APRIL VEHICLE LEASES	39.77	
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194	AP	04/11/2025	5-136-5-00-221	MAY CAMERAS	40.00	
243	GEOTAB	GEOTAB USA INC	348056	113197	AP	04/11/2025	5-136-5-00-221	LEAV01 MARCH GEOLOCATING	32.66	
543	HEARTLAND RADAC	HEARTLAND REGIONAL ALCOHOL AND	348059	113200	AP	04/11/2025	5-136-5-00-227	DRUG & ALC ASSESSMENT	100.00	
543	HEARTLAND RADAC	HEARTLAND REGIONAL ALCOHOL AND	348059	113200	AP	04/11/2025	5-136-5-00-227	DRUG & ALC ASSESSMENT	100.00	
*** VENDOR 543 TOTAL										200.00
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506		04/11/2025	5-136-5-00-203	SHREDDING DIST CT/COMM CORR	6.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506		04/11/2025	5-136-5-00-223	SHREDDING DIST CT/COMM CORR	6.01	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	348175	506		04/11/2025	5-136-5-00-243	SHREDDING DIST CT/COMM CORR	6.00	
*** VENDOR 8416 TOTAL										18.01
TOTAL FUND 136										330.44
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	348034	113175	AP	04/11/2025	5-137-5-00-203	4-5 401301993 UNIFORM RENTALS	87.49	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	348034	113175	AP	04/11/2025	5-137-5-00-203	4-5 401301993 UNIFORM RENTALS	107.55	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	348034	113175	AP	04/11/2025	5-137-5-00-203	4-5 401301993 UNIFORM RENTALS	107.55	
*** VENDOR 4120 TOTAL										302.59
605	FLEET HOSTER	FLEET HOSTER LLC	348053	113194	AP	04/11/2025	5-137-5-00-229	MAY CAMERAS	300.00	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	348054	113195	AP	04/11/2025	5-137-5-00-320	4-6 016993 TROUBLESHOOT #24	2,130.85	
243	GEOTAB	GEOTAB USA INC	348056	113197	AP	04/11/2025	5-137-5-00-229	LEAV01 MARCH GEOLOCATING	288.75	
461	LEAV CO COOP	LEAV CO COOP	348126	113267	AP	04/11/2025	5-137-5-00-304	4-3 LEAROA DYED DIESEL	1,224.95	
461	LEAV CO COOP	LEAV CO COOP	348126	113267	AP	04/11/2025	5-137-5-00-304	4-3 LEAROA DYED DIESEL	957.02	
461	LEAV CO COOP	LEAV CO COOP	348126	113267	AP	04/11/2025	5-137-5-00-304	4-3 LEAROA DYED DIESEL	3,505.81	
*** VENDOR 461 TOTAL										5,687.78
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	9.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	272.90	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	179.37	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	17.25	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	112.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	29.45	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	20.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	108.60	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	108.60-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	21.36	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	348139	113281	AP	04/11/2025	5-137-5-00-320	4-4 19615 FILERS,BAT TERMINALS	88.14	
*** VENDOR 11799 TOTAL										750.54
TOTAL FUND 137										9,460.51
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	348119	113260	AP	04/11/2025	5-144-5-00-3	PET FOOD *THANK YOU FOR THE DI	42.60	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	348119	113260	AP	04/11/2025	5-144-5-00-3	PET FOOD *THANK YOU FOR THE DI	8.52-	
*** VENDOR 19474 TOTAL										34.08
TOTAL FUND 144										34.08
2621	CAFE	TERRY BOOKER	348042	113183	AP	04/11/2025	5-145-5-00-256	COA MEALS RESERVED 3/15-3/31	14,833.00	
2621	CAFE	TERRY BOOKER	348042	113183	AP	04/11/2025	5-145-5-00-256	COA MEALS RESERVED 3/15-3/31	14,794.00	
2621	CAFE	TERRY BOOKER	348042	113183	AP	04/11/2025	5-145-5-00-256	COA MEALS RESERVED 3/15-3/31	3,081.00	
*** VENDOR 2621 TOTAL										32,708.00
846	CARRIEOKE	CARRIE NICHOLS	348044	113185	AP	04/11/2025	5-145-5-00-746	DEPOSIT FOR MEALS ON WHEELS BE	100.00	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	348178	509		04/11/2025	5-145-5-00-230	APRIL VEHICLE LEASES	17,941.02	

warrants by vendor

START DATE: 04/05/2025 END DATE: 04/11/2025

warrants by vendor

FMWARRPTR2		LEAVENWORTH COUNTY						4/10/25	17:02:03
DCOX		WARRANT REGISTER - BY FUND / VENDOR						Page	11
		START DATE: 04/05/2025 END DATE: 04/11/2025							
TYPES OF CHECKS SELECTED: * ALL TYPES									
		P.O.NUMBER		CHECK#					
461	LEAV CO COOP	LEAV CO COOP	348126	113267 AP	04/11/2025	5-174-5-00-210	LEM911 PROPANE FOR KICKAPOO TO	185.84	
							*** VENDOR	461 TOTAL	1,887.47
							TOTAL FUND 174		2,915.34

24545	CDW GOVERN	CDW GOVERNMENT INC	348045	113186 AP	04/11/2025	5-176-5-00-300	3773122 LAPTOP AND STORAGE FOR	340.47	
24545	CDW GOVERN	CDW GOVERNMENT INC	348045	113186 AP	04/11/2025	5-176-5-00-300	3773122 LAPTOP AND STORAGE FOR	911.62	
							*** VENDOR	24545 TOTAL	1,252.09
							TOTAL FUND 176		1,252.09

11982	UNIFIED GO	WYANDOTTE COUNTY SHERIFF	348152	113294 AP	04/11/2025	5-195-5-00-3	JUVENILE HOUSING MARCH	12,000.00	
							TOTAL FUND 195		12,000.00

18885	HAYNES EQU	HAYNES EQUIPMENT CO	348058	113199 AP	04/11/2025	5-210-5-00-2	SVC CALL DANA LANE (SD#1)	670.00	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	348120	113261 AP	04/11/2025	5-210-5-00-2	08-LVPWD01 LOCATES	6.65	
							TOTAL FUND 210		676.65

1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	348120	113261 AP	04/11/2025	5-212-5-00-2	08-LVPWD01 LOCATES	3.99	
							TOTAL FUND 212		3.99

119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	348051	113192 AP	04/11/2025	5-220-5-02-400	4-1 GOLDEN BRIDGES TO 4.4.25	28,000.00	
							TOTAL FUND 220		28,000.00

							TOTAL ALL CHECKS		978,133.51

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	105,965.09
108	COUNTY HEALTH	832.42
115	EQUIPMENT RESERVE	24,380.65
123	JUVENILE CRIME PREVENTION	200.00
126	COMM CORR ADULT	69.11
133	ROAD & BRIDGE	232,694.08
136	COMM CORR JUVENILE	330.44
137	LOCAL SERVICE ROAD & BRIDGE	9,460.51
144	PALS (PETS AND LOVING SENIORS	34.08
145	COUNCIL ON AGING	65,409.61
146	COUNTY TREASURER SPECIAL	1,711.51
160	SOLID WASTE MANAGEMENT	100,109.03
171	S TAX CAP RD PROJ: BONDS	281,329.48
172	AMERICAN RECOVERY PLAN	110,759.43
174	911	2,915.34
176	VETERANS TREATMENT COURT (16.753)	1,252.09
195	JUVENILE DETENTION	12,000.00
210	SEWER DISTRICT 1: HIGH CREST	676.65
212	SEWER DISTRICT 2: TIMBERLAKES	3.99
220	CAP IMPR: RD & BRIDGE	28,000.00
	TOTAL ALL FUNDS	978,133.51

Consent Agenda 4/16/2025
Cks 04/05-04/11

Leavenworth County Request for Board Action

Date: April 16, 2025

To: Board of Health

From: Planning & Zoning Staff

Department Head Review: John Jacobson, Reviewed

Additional Reviews as needed:

Budget Review ☐ **Administrator Review** x **Legal Review** x

Action Requested: Convene as the Board of Health to declare the property at 2210 Ottawa St, Leavenworth, KS 66048 to be of imminent hazard to the public.

Analysis: The Planning & Zoning Department was notified that the principal structure on the property had been destroyed by a fire. The Department also received a complaint that individuals were habituating on the property either in the structure that had caught on fire or within a shed on the property. Due to the fire damage on the structure and the unsuitability of the shed as a dwelling, County Staff posted a notice of unfit for human habitation sign. The property has had violations for trash, junk, septic issues and residing in an RV since 2015, with a current case still active.

Recommendation: Declare property to be of imminent hazard to the public, thereby creating a public nuisance, until the structure has been torn down or remodeled in compliance with all County regulations and policies.

Alternatives:

1. Declare the property to be of imminent hazard to the public.
2. Find that the property is not of imminent hazard to the public and have the County remove all signage.
3. Table item to another date and time.

Budgetary Impact:

- X Not Applicable
☐ Budgeted item with available funds
☐ Non-Budgeted item with available funds through prioritization
☐ Non-Budgeted item with additional funds requested

Total Amount Requested:

\$0.00

Additional Attachments:

AN ORDER OF THE BOARD OF HEALTH OF LEAVENWORTH COUNTY, KANSAS

Board Order No: 2025-4

NOW ON THIS 16TH DAY OF APRIL, 2025, the Board of County Commissioners of the County of Leavenworth, sitting in open session as the Leavenworth County Board of Health, considered testimony regarding the condition of a residential property at 2210 Ottawa Street Leavenworth, Kansas. Upon conclusion of its hearing on the matter the board enters the following findings:

1. That the board of health has jurisdiction of the matter of conditions of the subject property.
2. That notice of this hearing has been provided to the affected parties by conscious posting of notice of this hearing on the subject property and all reasonable efforts have been undertaken to provide notice to the affected parties.
3. That on or about March 24, 2025, the county health department and other county officials were made aware that the primary structure on the subject property had caught fire.
4. County officials received a complaint on [enter date] that individuals were inhabiting the property in the structure that had caught fire and/or within a shed on the property.
5. Due to the fire damage on the structure and the unsuitability of the shed as a dwelling, County Staff posted a notice of unfit for human habitation sign on the structure on March 24, 2025.

WHEREUPON THE BOARD ENTERS THE FOLLOWING ORDER

That due to the particular and immediate health peril posed to the public by the structure at the property commonly known as 2210 Ottawa Street, Leavenworth, KS 66048, this Board orders this property be deemed a public nuisance and uninhabitable until the structure has been torn down or remodeled in compliance with all County regulations and policies.

IT IS SO ORDER THIS 16TH DAY OF APRIL 2025

BOARD OF COUNTY COMMISSIONERS
OF LEAVENWORTH COUNTY, KANSAS as the
LEAVENWORTH COUNTY BOARD OF PUBLIC
HEALTH

Mike Smith, CHAIR

Jeff Culbertson, MEMBER

Vanessa Reid, MEMBER

Willie Dove, MEMBER

Mike Stieben, MEMBER

ATTEST:

Fran Keppler, CLERK

Leavenworth County Request for Board Action

Date: April 10th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

Budget Review ☒ **Administrator Review** ☒ **Legal Review** ☒

Action Requested: Approve cancellation of the current agreements for 235th Street with KDOT for project 52c-5250-01.

Analysis: This agreement cancels all previous agreements between the county, KDOT, and the State of Kansas for funding for the 235th Street Project. This is necessary in order to be able to enter into a new final agreement for funding that articulates the order in which the Congressionally Directed Spending and the Kansas Cost Share Funding will be used on the project.

Alternatives: Deny

Budgetary Impact: NA

- ☒ Not Applicable
- ☐ Budgeted item with available funds
- ☐ Non-Budgeted item with available funds through prioritization
- ☐ Non-Budgeted item with additional funds requested

Additional Attachments: Cancellation agreement

PROJECT NO. C-5250-01
COST SHARE PROGRAM
235TH STREET ROADWAY IMPROVEMENT PROJECT
LEAVENWORTH COUNTY, KANSAS

CANCELLATION OF AGREEMENT

This Cancellation of Agreement is between the **Secretary of Transportation** (the “Secretary”), Kansas Department of Transportation (KDOT) and **Leavenworth County, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

1. The Secretary and the LPA entered into KDOT Agreement No. 566-23 (the “Original Agreement”) for a Cost Share Program Project for a roadway improvement project (the “Project”) on October 12, 2023.
2. The Secretary and the LPA subsequently entered into a Supplemental Agreement to KDOT Agreement No. 566-23 (“Supplemental Agreement No. 1”) to reflect a change in the Letting Date for the Project on April 4, 2024.
3. Federal funding was subsequently awarded for the Project requiring a different type of agreement for the Project.

NOW THEREFORE, the Parties agree as follows:

1. The Parties mutually desire to cancel the Original Agreement No. 566-23 for Cost Share Program Project No. C-5250-01 for roadway improvements at 235th Street in Leavenworth, Kansas dated October 12, 2023.
2. The Parties mutually desire to cancel the Supplemental Agreement No. 1 dated April 4, 2024.
3. The Parties mutually agree the Original Agreement and the Supplemental Agreement No. 1 are cancelled as of the date this Cancellation of Agreement is signed by the Secretary or the Secretary’s designee (“Effective Date”).

The Signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Cancellation of Agreement to be signed by their duly authorized officers.

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

CHAIRPERSON

MEMBER

MEMBER

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Leavenworth County Request for Board Action

Date: April 10th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

Budget Review ☒ **Administrator Review** ☒ **Legal Review** ☒

Action Requested: Approve the agreement for 235th Street with KDOT for project 52c-5250-01.

Analysis: This agreement provides a clear funding path for the both the Congressionally Directed Spending and Kansas Cost Share Grants to be utilized on the 235th Street Project. Total funding award is for construction costs up to 80% or \$2,980,000.

This is the last step in the regulatory process to move to bidding the project. We will submit the final plans that KDOT has already reviewed after we submit this agreement and we should receive an email from KDOT that provides us the notice the project can be bid and constructed.

Alternatives: Deny

Budgetary Impact: NA

- ☐ Not Applicable
- ☒ Budgeted item with available funds
- ☐ Non-Budgeted item with available funds through prioritization
- ☐ Non-Budgeted item with additional funds requested

Additional Attachments: Supplemental agreement

PROJECT NO. 52 C-5250-01
HIP-C525(001)
MARC TIP #165022
235th STREET ROADWAY IMPROVEMENT PROJECT
LEAVENWORTH COUNTY, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation** (the Secretary”), Kansas Department of Transportation (KDOT), and **Leavenworth County, Kansas** (“County”), collectively, the “Parties.”

RECITALS:

- A. The Mid-America Regional Council (MARC) has been designated by the states of Kansas and Missouri as the Metropolitan Planning Organization (MPO) for the bi-state Kansas City metropolitan region.
- B. The County has submitted a Project to MARC and MARC has approved the County’s Project for receipt of Federal funds for roadway improvement project.
- C. The County agrees to sponsor the Project as further described in this Agreement.
- D. The Federal-Aid Highway Program, under the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58), supports State highway systems by providing financial assistance for the construction, maintenance, and operations of the Nation’s 3.9 million-mile highway network, including the Interstate Highway System, primary highways, and secondary local roads.
- E. The Federal Highway Administration (FHWA) is charged with implementing the Federal-aid Highway Program in cooperation with the States and local government.
- F. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for the construction, maintenance and operations of primary highways and secondary local roads.
- G. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the FHWA, states and local governments may be entitled to receive Federal funding, provided such work is done in accordance with applicable state and federal laws.
- H. Under K.S.A. § 68-169, the Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon.

NOW THEREFORE, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS:

The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means Leavenworth County, Kansas, with its place of business at 300 Walnut Street, Suite 007, Leavenworth, KS 66048.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Fiscal Year 2025”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2024, and ending on September 30, 2025.

13. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
16. **“MARC”** means the Mid-America Regional Council, with its place of business at 600 Broadway, Suite 200, Kansas City, MO 64105.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the Construction endeavor that is the subject of this Agreement to be undertaken by the County, as and when authorized by the Secretary prior to Letting, being: **Street paving of 235th Street (County Road 30) between Hollingworth Road and Dempsey Road in Leavenworth County, Kansas.**
22. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
26. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
27. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. Funding. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree the costs and contributions reflected below are estimates to be used for encumbrance purposes and are subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$2,980,000.00
County	100% of Participating Costs of Preliminary Engineering (PE) 20% of Participating Costs of Construction and CE until the Secretary’s limit is reached 100% of Participating Costs of Construction and CE after the Secretary’s limit is reached 100% of Participating Costs of Right of Way and Utility Adjustments 100% of Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the County acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the County may obtain participation of federal funds in the cost of the Project.
2. **Fiscal Year Allocation.** The Secretary has allocated funds from federal fiscal year (FFY) 2025 for the Project.
3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the County for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the County that the Project is being constructed within substantial compliance of the Design Plans.
4. **Final Payment.** Any final amount due for the authorized work performed under this Project will be based upon the County's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services.

ARTICLE IV

COUNTY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. **Legal Authority.** By signing this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project.
4. **Conformity with State and Federal Requirements.** The County shall design the Project or contract to have the Project designed in conformity with local, state, and federal design criteria appropriate for the Project and any necessary Project special provisions required by the Secretary or by the County with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the County shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

6. **Consultant Contract Language.** The County shall include language requiring conformity with Article IV, 4 above, in all contracts between the County and any Consultant with whom the County has contracted to perform services for the Project. In addition, any contract between the County and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, 4 above. In addition, any contract between the County and any Consultant with whom the County has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the County and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the County and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the County’s and its Consultant’s duty

to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

8. **Letting and Administration by County.** The County shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The County further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the County's manual that is the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

9. **Incorporation of Project Application.** The County shall undertake and complete the Project and in accordance with the terms and conditions of this Agreement.

10. **Procurement.** The County shall undertake the purchase of materials related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 49 C.F.R. 18.32, or the County's procurement policies or regulations if such policies or regulations are approved by KDOT's Bureau of Local Projects (BLP). The Secretary shall not be responsible for any obligations that the County has assumed with using the State of Kansas' procurement procedures. Furthermore, the County acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

11. **Meeting Requirements.** The County agrees, during the life of the Project, to attend any meetings requested by representatives of the Secretary or the MARC, if the Secretary deems such meetings to be necessary.

12. **Prevailing Wages.** The County shall require the Contractor to pay prevailing wages. The County shall incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The County can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

13. **Performance Bond.** The County shall require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. **Plan Retention.** The County shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The County shall make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The County shall provide access to or copies of all the above-mentioned documents to the Secretary.

15. **General Indemnification.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to the exceptions and maximum liability provisions, the County shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's

authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or the County's negligent acts or omissions or other actionable fault in the performance of this Agreement by the County, the County's employees, agents, subcontractors or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

16. **Indemnification by Contractors.** The County shall require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

17. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

18. **Right of Way.** The County agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The County shall, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The County agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The County further agrees it shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The County shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The County further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The County shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the County shall undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the

Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. § 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the County for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project shall require prior written approval by the Secretary.

19. **Removal of Encroachments.** The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

20. **Future Encroachments.** Except as provided by state and federal laws, the County agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

21. **Utilities.** The County agrees to the following with regard to Utilities:

(a) Utility Relocation. The County shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The County shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The County shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The County shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the County as to when, prior to the scheduled Letting and Construction, Utilities shall be moved. The County shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time

specified in the County's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The County shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The County shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the County except as provided by state and federal laws.

22. **Hazardous Waste.** The County agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The County shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The County shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The County shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and County and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The County shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The County shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the County in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the County has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The County reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

23. **Inspections**. The County shall provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the KDOT Local Projects LPA Project Development Manual or an equivalent County manual that the County certifies is the same or substantially similar to the KDOT Local Projects LPA Project Development Manual.

(a) By County Personnel. County personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the County to inspect the Project, in which case the County shall provide the Secretary with a list of such personnel who shall act as the assigned inspectors and their certifications.

(b) By a Consultant. If the County does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The County shall require at a minimum all County personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the County executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The County may set additional clothing requirements for adequate visibility of personnel.

24. **Periodic Inspections**. Representatives of the Secretary or MARC, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the County as may be deemed necessary or desirable. The County shall accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the County, its subcontractors, or any third party) the duty to perform the day-to-day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the County or its subcontractors.

25. **Reports**. The County shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings, interim progress reports, summary of expenditures, and a detailed final report.

26. **Corrective Work**. Representatives of the Secretary may make periodic inspection of the Project and the records of the County as may be deemed necessary or desirable. The County shall direct

or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake the duty to perform day-to-day detailed inspection of the Project for the benefit of the County, the contractor, the consultant, or any third party, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

27. **Traffic Control.** The County agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The County shall provide a temporary traffic control plan within the Design Plans, which includes the County's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The County's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The County shall control parking of vehicles on the County streets throughout the length of the Project covered by this Agreement. On-street parking shall be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The County shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

28. **Access Control.** The County shall maintain the control of access rights and prohibit the Construction or use of any entrances or access points along the Project within the County other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

29. **Entrance Control.** The County shall control the construction or use of any entrances along the Project within the County including those shown on the final Design Plans.

30. **Maintenance.** When the Project is completed and final acceptance is issued, the County, at its own cost and expense, shall maintain the Project and shall make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the County shall begin the necessary repairs within thirty (30) days and shall prosecute the work continuously until it is satisfactorily completed.

31. **Prior Costs Incurred.** The County shall be responsible for one hundred percent (100%) of any Project costs incurred by the County for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

32. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

33. **Cancellation by County.** If the County cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County shall reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

FEDERAL REQUIREMENTS:

1. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the County verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

2. **System for Award Management.** The County has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The County shall maintain such registration at all times during which it has active federal awards.

3. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua

Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

5. **Anti-Lobbying.** If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be included with this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

6. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C 175(g), all projects funded with HSIP funding shall be treated as located on a Federal-aid highway. Accordingly, 23 U.S.C 113 applies, and Davis-Bacon wage rates must be paid. In general, Davis-Bacon requires that all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2000 funded directly by or assisted in whole or in part by funds made available under HSIP shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA). For additional guidance on how to comply with DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction> . See also <https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>.

7. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the County agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the County for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the County’s most recent Single or Program Specific Audit Report “(Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The County, by executing this Agreement, acknowledges the

final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The County agrees to refund payment made by the Secretary to the County for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the County will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Attachments (Index provides List of Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
2. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.
3. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.
5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.
7. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

MEMBER

MEMBER

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Civil Rights Act
2. Contractual Provisions Attachment, Form DA-146a
3. Federal Anti-Lobbying Certification

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

Leavenworth County Request for Board Action

Date: April 10th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval:

Additional Reviews as needed:

Budget Review ☒ **Administrator Review** ☐ **Legal Review** ☐

Action Requested: We are requesting the approval to place the following equipment on the surplus list and subsequently sell the items on PurpleWave.

Clerk's Office 2014 Ford Explorer

PW heavy truck	2015	Freightliner	108SD Dump Truck asph	3ALHG5CY2FDGS7397
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PW heavy truck	2015	Freightliner	108SD Dump Truck asph	3ALHG5CYXFDGS7406
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Recommendation: Approve

Analysis:

The Clerk's Office is going to use another fleet vehicle from other departments or submit mileage if they need to drive places. They have averaged less than 3,000 miles per year usage over the past 10 years.

The two dump trucks have already been replaced and need sold.

Alternatives:

Budgetary Impact:

- ☒ Not Applicable
- ☐ Budgeted item with available funds
- ☐ Non-Budgeted item with available funds through prioritization
- ☐ Non-Budgeted item with additional funds requested

Total Amount Requested:

Additional Attachments:



4/16/2025

Quarterly Report (1/1/25 – 3/31/25) Leavenworth County, Human Resources



Monica Swigart, HR Administrator

Headcount

	2025				
	Headcount	Arrivals	Departures	Turnover	Avg Tenure
Q1 2025	434	26	27	6.3%	6.8

	2024				
	Headcount	Arrivals	Departures	Turnover	Avg Tenure
Q1 2024	424	23	29	6.8%	7.6
Q2 2024	427	30	26	6.1%	7.6
Q3 2024	441	32	19	4.3%	7.4
Q4 2024	435	28	33	7.6%	7.4
2024 Totals	432	113	107	24.8%	7.5 Years

	2023				
	Headcount	Arrivals	Departures	Turnover	Avg Tenure
Q1 2023	433	32	24	5.6%	7.9
Q2 2023	443	29	23	5.2%	7.8
Q3 2023	434	22	31	7.1%	7.7
Q4 2023	431	20	23	5.3%	7.6
2023 Totals	435	103	103	23.2%	7.7 Years

CURRENT & UPCOMING 2025

- Of the 27 departures in 2025 Q1, 16 were voluntary
 - 8 Better Pay/Benefits
 - 4 Personal Reasons
 - 4 Retirement
- Employee Appreciation Pizza – March 7. Thank you, Vanessa!
- Q1 compliance reports complete and submitted
- Safety Metrics
 - WC claims 2025 – 10
 - Department head meeting topic – Get involved, know the issues and focus on preventive safety
- Upcoming Items
 - Benefits overview
 - Safety Walk-through – 4/24/25
 - Employee BBQ – 6/5/25
 - CPR/AED at COA



4/16/2025

FY25 Q3 Report

Leavenworth County, Community Corrections

Jamie VanHouten, MS, CPM | Director

Q3 Operations Overview:

- Active Adult Probation Clients | 143
- Inactive/Warrant Adults | 84
- Youth Probation Clients | 32 (doubled in last four and a half years)
- JIAS Youth Served | 25 in Q3, YTD – 103
 - 11 CINC youth (3 placed in PPC)
 - 14 youth offenders
- YJRC Prevention Services | 23 in Q3, 89 YTD
 - Day Reporting, Truancy, Anger Management, Vaping/Drugs/Alcohol, Parenting Programs, Community Service Work hours
- 35 adult cases closed in Q3 | 90 closed YTD
 - 12 successful closures
 - 11 revoked and sent to KDOC (1 new misdemeanor, 3 new felony, 7 conditions)
 - 7 returned to originating counties (4 successful closures, 3 violators)
 - 4 unsuccessfully closed by court
 - 1 death (overdose)
- 6 juvenile cases closed in Q3 | 16 closed YTD
 - 4 successful
 - 2 unsuccessful
- Current Staff | 13
 - Open Positions | 1
 - YTD New Hires | 0
 - YTD turnover | 1
 - One of our officer/program assistants left on March 25th for a position serving youth in the community

Q3 Administration:

- Completed and submitted FY26 Adult Comprehensive Grant - \$445,822.76
- Completed and submitted FY26 Juvenile Comprehensive Grant - \$530,843.59
- Completed and submitted FY26-FY27 Juvenile Corrections Advisory Board Grant - \$291,173.80
- KFAF grant #1 extended to May allowing us to draw down unexpended grant funds
- Collaboration with The Guidance Center (TGC) to execute deliverables associated with FY25-26 KDOC Rolling Hills grant for youth in Crisis (\$500,000) – hired dual licensed youth clinician late March
- Collaboration with LVSO and TGC on KFAF grant #3 to continue Cross-systems Collaboration efforts across the county (\$300,000) – received first payment in March
- Planning phase of 3-year FY25-27 BJA Grant for Justice and Mental Health Collaboration (\$550,000)
- Managing four KDOC grants, 2 KFAF grants, BJA grants, MFAF funds, and county budget (9 accounts)



COUNTY OF LEAVENWORTH

Department of Buildings and Grounds

Buildings & Grounds

Court House

- Phase 1 roof completed less the skylight (eta June)
- Treanor Architectural preparing documents for phase 2
- Painting in BOCC
- Air handler and belt replacement
- Generator starter replacement
- Flooring replacement in basement

Transfer Station

- Generators install completed
- Propane tanks set and filled for back up power

EMS/ HD

- HVAC replaced roof top unit 13
- Drain clean issues near WIC side
- Yard clean up

Cushing

- Roof repair for leaks
- State boiler inspections
- Roof top belts and downstairs air handler motor
- Multi stack chiller repair completed and prepped for AC switch over

Justice Center

- Roof top belt replacement
- Air Handler 2 motor replacement
- Boiler tune up and tube cleaning
- Repaired VAV boxes in Judges area

Annex

Replaced riser from freezing

Misc

Snow removal multiple heavy winter storms

○ Sewer Districts

- High Crest Grinder replacements x2 and repairs x1
- Ginger Creek lift stations prep and cleaning
- Lagoons prepped for liquid treatment for Duck weed

PUBLIC WORKS 2025



QUARTERLY REPORT QUARTER 1

PREPARED BY
Bill Noll

LEAVENWORTH
DEPARTMENT OF
PUBLIC WORKS



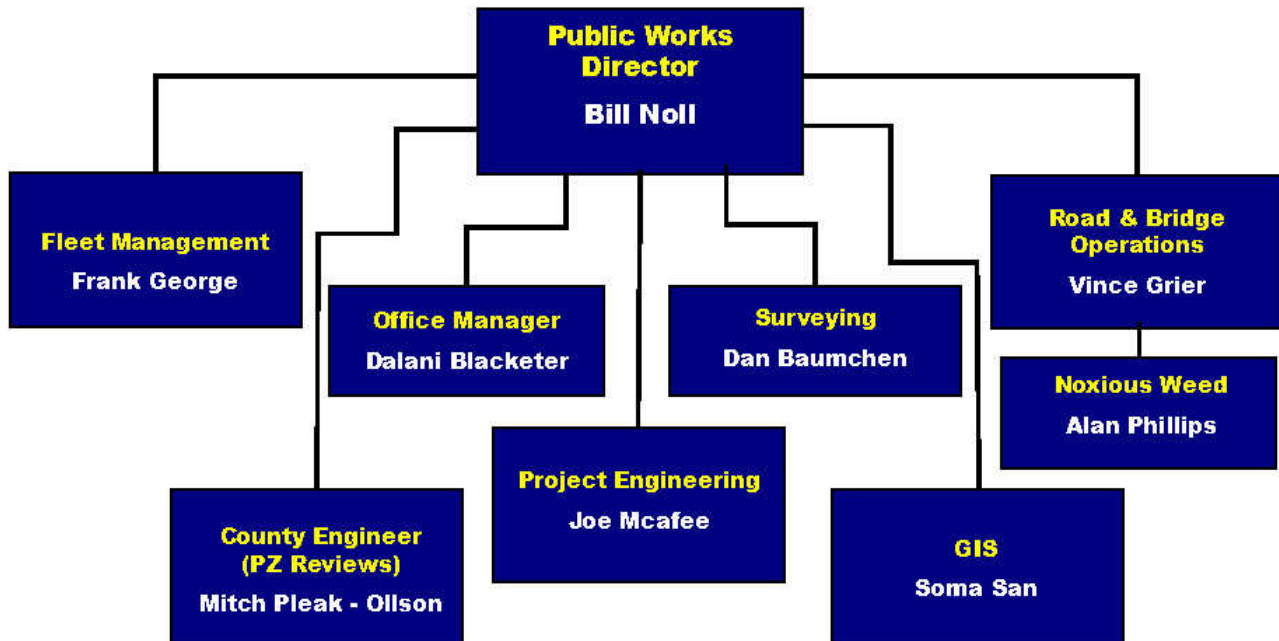
COUNTY



COUNTY OF LEAVENWORTH
DEPARTMENT OF PUBLIC WORKS



Public Works Department





COUNTY OF LEAVENWORTH
DEPARTMENT OF PUBLIC WORKS



1st Quarter 2025 Public Works-January 2025 to March 2025

Road and Bridge

1st Quarter	amount	
Culverts	35	installed
Rock	6700	tons
Trap Rock	3922	tons
Asphalt Patch	4	tons
Salt received	1700	tons
Calcium Chloride received	8904	gal
Sand hauled in	1954	tons
Snow events	3	events
Salt/Sand Spread	4000	tons
pure Salt- Spread	50	tons
Calcium Chloride spread	5000	gal
Salt Brine spread	15000	gal
Rd & Bridge Equip. Maintenance	116,600	dollars
Local Service Equip. Maintenance	37,943	dollars
Noxious Weed Equip. Maintenance	6,421	dollars
Rd & Br Fuel	83,204	dollars
Local Service Fuel	13,020	dollars
Noxious Weed Fuel	2,695	dollars

Personnel: 1st quarter

❖ County Shop/Noxious Weed/GIS: 69 positions total

- ◆ Full Time – 2 vacant (GIS Analyst and GIS Tech II)
- ◆ IOC Position – 1 vacant (Noxious Weed Assistant)



COUNTY OF LEAVENWORTH

DEPARTMENT OF PUBLIC WORKS



Budgets- January 2025 through March 2025

		8%	17%	25%			
Road & Bridge	2025 Budget	January	February	March	Year to Date	Remaining	% remain
Personnel	2,997,000.00	261,896.48	247,936.24	267,574.61	777,407.33	2,219,592.67	74.1%
Contractual	663,500.00	38,154.67	33,213.42	70,906.33	142,274.42	521,225.58	78.6%
Commodities	6,775,875.00	294,680.18	321,688.26	216,480.73	832,849.17	5,943,025.83	87.7%
Capital	125,000.00	251.54	368.93	1,404.55	2,025.02	122,974.98	98.4%
Transfer to Fund 220	2,171,000.00	0.00	0.00	0.00	0.00	2,171,000.00	100.0%
Transfer to Equip. Reserve	600,000.00	0.00	0.00	0.00	0.00	600,000.00	100.0%
Employee Benefits	1,255,626.00	313,906.00	0.00	0.00	313,906.00	941,720.00	75.0%
Road Reimb.		0.00	(738.00)	0.00	(738.00)	738.00	
Total	14,588,001.00	908,888.87	602,468.85	556,366.22	2,067,723.94	12,520,277.06	85.8%
Local Service	2025 Budget	January	February	March	Year to Date	Remaining	% remain
Personnel	788,667.00	66,820.29	59,884.98	61,935.69	188,640.96	600,026.04	76.1%
Contractual	25,700.00	871.28	633.82	938.71	2,443.81	23,256.19	90.5%
Commodities	2,649,000.00	19,737.98	17,223.34	39,072.45	76,033.77	2,572,966.23	97.1%
Equipment Reserve	500,000.00	0.00	0.00	0.00	0.00	500,000.00	100.0%
Transfer to employee benefits	359,687.00	89,922.00	0.00	0.00	89,922.00	269,765.00	75.0%
Transfer to cap improvement (220 fund)	776,000.00	0.00	0.00	0.00	0.00	776,000.00	100.0%
Total	5,099,054.00	177,351.55	77,742.14	101,946.85	357,040.54	4,742,013.46	93.0%
Noxious Weed	2025 Budget	January	February	March	Year to Date	Remaining	% remain
Personnel	268,412.00	25,651.50	17,024.51	18,267.60	60,943.61	207,468.39	77.3%
Contractual	102,601.00	3,177.06	5,621.28	4,790.78	13,589.12	89,011.88	86.8%
Commodities	314,850.00	183.77	5,708.17	17,343.00	23,234.94	291,615.06	92.6%
Trans to Equip. Reserve	50,000.00	0.00	0.00	0.00	0.00	50,000.00	100.0%
Reimb. Expenses		0.00	0.00	0.00	0.00		
Total	735,863.00	29,012.33	28,353.96	40,401.38	97,767.67	638,095.33	86.7%
GIS	2025 Budget	January	February	March	Year to Date	Remaining	% remain
Personnel	291,243.00	22,214.42	22,416.80	22,024.75	66,655.97	224,587.03	77.1%
Contractual	52,600.00	0.00	0.00	5.00	5.00	52,595.00	100.0%
Commodities	6,500.00	22.52	14.59	13.72	50.83	6,449.17	99.2%
Trans Equip Res. For ortho	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Reimb. Expenses		0.00	0.00	0.00	0.00		
Total	350,343.00	22,236.94	22,431.39	22,043.47	66,711.80	283,631.20	81.0%

Noxious Weed

Boom mowers out cutting back brush.
Brush crew out clearing brush from rights, a way and culverts
Removing snow and ice from road ways
Chemical sales are now picking up.



COUNTY OF LEAVENWORTH DEPARTMENT OF PUBLIC WORKS



Survey Department

During the last quarter 30 section corners have been recovered and 4 section corners were set in High Prairie Township, see attached map.

Filed 34 new Land Survey Reference Reports for High Prairie Township.

Indexed 81 section corner tie reports.

Uploaded 17 Surveys & Plats to Survey record database.

Completed reviews of 34 plats/surveys.

Prepare Exhibits & Descriptions for Easement acquisition SH-54 bridge.

Completed Staking TCE & R/W for 235th Street Hollingsworth-Dempsey.

Completed Staking TCE & R/W for Tonganoxie Drive 187TH – 189TH

Completed staking TCE & R/W for Tonganoxie Drive 199th – Mitchell.

Completed staking R/W for ST-26 Bridge Replacement.

Fleet Management

Heavy Trucks ordered, not delivered

Vendor: Nextran/Mack

One 2025 Mack MD6 Sign Truck that is Replacing truck #95.

One 2025 Mack MD7 Mechanics Truck that is Replacing truck # 85.

Four 2026 Mack Granite Asphalt Bed Dump Trucks W Snow Plows and Sanders that are Replacing trucks #14, #17, #83, #91.

Equipment ordered, not delivered

Vendor: Foley Equipment

Two Caterpillar 140-15AWD Motor graders with Scarifiers that are replacing #23 and #24

Noxious Weed Equipment ordered, not delivered

Vendor: Fairbanks Morse

Two Roadside Weed Sprayers

Enterprise Leased Vehicles

Current leased vehicle count is 74 units

Cameras and GPS units

143 GPS units installed

138 Cameras installed



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Projects

A. Tonganoxie Road HRRR Safety Improvement Project – MHS design/inspection 52C-5119-01

- i. 90/10 cost share grant – High Risk Rural Roads Program – Board approved the Authority to Award Agreement with KDOT. Lexeco was the low bidder.
- ii. Kaw Valley is under contract to complete the inspection.

B. Tonganoxie Road HRRR Safety Project – Phase 2 – SMH Design 52C-5242-01

- i. Board approved the Authority to Award Agreement with KDOT. Lexeco was the low bidder.
- ii. Kaw Valley is under contract to complete the inspection.

C. CR30 – 235th Street Roadway Improvement Project – Wilson Design 52C-5250-01

- i. Wilson is preparing bid documents.
- ii. The final supplemental agreement to engage bidding is being presented for board approval.

D. ST-26 Bridge Replacement Project – Finney and Turnipseed Design

- i. Bryon-Olmeier was accepted as the low bidder.
- ii. Road was closed and Lexeco is working as the dirt work subcontractor.

E. K-19 Bridge Replacement Project – Finney and Turnipseed Design

- i. Design is complete.
- ii. Acquisition is complete.
- iii. Staff coordinated powerline relocation with Evergy and FreeState. Both electrical companies has lines on the same poles.
- iv. Project is currently out for rebid advertisement.

F. Box Culvert and Large Culvert Replacement Project – A-6, A-66, H-29, H-30, K-5, K-17, K-37, R-24, SH-63, ST-56, ST-59, ST-60, E-UM4, K-46 – MHS Design – ARPA Funds

- i. Julius Kaaz Construction is the contractor for ST-59, ST-60, and K-37. K-37 is complete. A final change order was signed to zero out the project funds and balance the bid sheets to under and over ran items. **Review for release of the retainage was completed.**
- ii. MegaKC's is constructing HP-29, HP-30, and SH-63. SH-63 was completed. They are working on the final box culvert on Eisenhower Road. Backfilling and grading of the structure has been slowed by the weather. Current completion of the work is anticipated by the contractor by February 14th. They will open the roadway with a gravel surface once grading is complete and they will come back to seed and asphalt as soon as weather permits. A punch list walk-through was completed. The site had excessive settling from backfilling during extremely cold temperatures. The contractor agreed to bring in more dirt and work on compaction.
- iii. The county crews have installed 8 of the 8 culverts that they are completing.

G. 2024 Biannual Bridge Inspections

- i. **Electronic filing of the reports has been completed.**



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H. Regional Transportation Capital Improvement Plan and Study – Kimley Horn

- i. KDOT notified the county verbally that an official kick off meeting for the investigation phase of the K-5 project has been scheduled. They stated there will be public meetings during the summer followed by a final report of findings near the end of 2025. Once that is complete, Kimley-Horn will have approval of the scope of the project, including any route changes, and begin to complete field survey and design work.

I. KDOT Local Projects:

- i. Public Works submitted a HRRR application and was notified this week that it was not successful.
- ii. Off-system bridge grants notice of opportunity was advertised by KDOT. We will apply for a bridge prior to the deadline.

J. Federal Grant Projects:

- i. The final Version of the SS4A Study has been approved. It will be presented March 12 to the BoCC, if the agenda allows it.



COUNTY OF LEAVENWORTH
DEPARTMENT OF PUBLIC WORKS



GIS
Department

Q1 - 2025

Quarterly REPORT

PREPARED BY
SOMA SAN

PRESENTED TO
BILL NOLL

GIS Department Quarterly Performance

☎ 913-758-6780



COUNTY OF LEAVENWORTH

DEPARTMENT OF PUBLIC WORKS



The Leavenworth County GIS department provides precise, up-to-date, comprehensive maps and geospatial data to assist the county and its residents. We ensure weekly updates to all data are promptly accessible via the county's [launched website](#). Additionally, our commitment extends to daily updates on the [Integrity website](#) and the creation of new data in [PDF, shapefile format, and CAD](#), all provided at no cost.

Accomplishments from the middle of December 2024 to the present

- ✓ All public GIS layers have been updated to 2024 on our [GIS web map](#) and [ArcGIS Hub](#).
These updates encompass shapefiles and PDFs, enabling easy access and utilization for anyone with an internet connection.
- ✓ Started developing a new survey using Survey123 to systematically inventory all the culverts across the county.
Additionally, I created an [Interactive Dashboard](#) that enables real-time visualization of fieldwork and live updates.
- ✓ Updated our [Property Information web map](#) to include all the new house photos recently captured by the Appraiser's Office.
- ✓ Created map and report for appraisers
 - Calculated the ng911 square footage of parcels in each city
 - Provided CSV with square footage for parcels
- ✓ Updated the current section corner and quarter section line shapefile, as well as the section layer in the northern part of the county, per Dan, the county surveyor.
- ✓ Completed preparing the Kansas Open Records Act (KORA) request and sent it to Misty for further processing.
- ✓ Updated the [Single-Family Residential building permit](#) web map for the Planning and Zoning Department and added all permits that were issued in the last three months.
- ✓ Updated the Fire Geo Prox layer as requested by Lee Ann from the Sheriff's Office and sent the updated dispatch data for the ProSuite system.
- ✓ Updated parcel data, NG911, and shared it with MARC, ORKA, and PORKA FTP sites.
- ✓ Updated a zoning map using the approved zoning changes list and created a Grayscale Zoning map for Planning and Zoning.
- ✓ Quarterly parcel updates (Split, Merge, and BLA) have been sent to the Planning and Zoning and Appraiser's departments.



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- ✓ Utilized aerial imagery to update sidewalk locations, revise the Stranger Creek shapefile, and accurately map water body locations.
- ✓ Monthly photos of houses were sent to [SAM](#) for updating on the [Integrity website](#).
- ✓ Updated all mile markers across the county, as well as revised the zip codes and city boundaries for accuracy.
- ✓ Updated the [Leavenworth County Burn Permit Form](#) as requested by Wendy Dedek, updating from District One to the Lansing City Fire Department.
- ✓ Submitted an updated tax district map to the state, reflecting the recent annexation of a portion of the county by the City of Lansing.
- ✓ Submitted an updated tax district map to the state, reflecting the recent annexation of a portion of the county by the City of Lansing.
- ✓ Worked with Maria from MARC to address countywide and municipal addressing matters.
- ✓ P&Z Projects:
 - Researched Broadband service areas within the county (ongoing)
 - Worked with appraisers to curate data for potential blighted land (ongoing)
- ✓ Created custom maps of Fire District #1 for Misty, our county counselor, displaying each district, including High Prairie Township, Delaware Township, and the City of Lansing.
- ✓ Developed a tool using Python to identify and catch all mismatched lot labels within the lot annotations layer for each subdivision layer.
- ✓ Resolved addressing and topology errors in NG911 data for the end-of-September submission.
- ✓ Processed the sync of NG911 GIS and Parcel data with the LV city.
- ✓ Monthly building permit/address verification
 - Added addresses that were missing
 - Updated a road range to account for the newly added "max" address
- ✓ Developed and maintained the [Single Family Residence Building Permit Dashboard](#) for the Planning and Zoning Department. This dashboard provides real-time data insights and visualization to streamline permit tracking and improve decision-making.



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- ✓ Developed the new [Leavenworth County Subdivision Boundaries Dashboard](#) that will visually represent all subdivisions platted since July 2020. This tool will provide real-time insights and comprehensive tracking of newly developed area.
- ✓ Drone footage was captured for the K-19 and ST-26 bridges, as well as two sections of the Tonganoxie shoulder project.
- ✓ Shared the County Parcel Boundaries and City of Lansing Parcel Boundaries layers with Kelly Hanne, the City of Lansing's GIS specialist.
- ✓ Developed a comprehensive protest petition map for High Prairie Township, incorporating each signature received from our County Counselor, Misty. This map and table serve as a visual representation of the petitioning process, ensuring that all submitted signatures are accurately documented and displayed.
- ✓ Over thirty-one (31) survey records were mapped and added to our GIS database.
- ✓ Eight (8) subdivision Plats were mapped and added to our GIS database and the Appraisal Subdivision layer.
- ✓ Thirty-two (32) track splits/combinations/boundary line adjustments were made to the appraisal property database.
- ✓ Filled over forty-three (43) requests from external organizations and walk-ins.
- ✓ Over one hundred and thirteen (113) homesites were added, including the update of all mile markers to NG911 address points. These updates were shared with EMS, fire departments, and city authorities to enhance emergency response coordination.
- ✓ Over six (6) certified property owner lists were created.
- ✓ Two hundred thirty-two (232) traffic accidents and thirty-eight (38) utility Permits were recorded, and seventeen (17) rights of way were researched.
- ✓ Seven hundred seventy-one (771) traffic signs and Thirty-seven (37) maps have been archived, and five hundred eight (508) Road plans and one hundred nine (109) plans have been archived.

Tasks in progress for Next Quarter

- ✎ Continue updating the culvert inventory and include the previously unrecorded culvert data to enhance the completeness of our database.
- ✎ Continue to maintain and update the dashboards, web maps, and story maps to ensure they remain current and aligned with the GIS layers in our database. This ongoing work is essential for delivering accurate, reliable, and accessible information to all users.



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- ↗ Continue advancing the Road Record database, including the integration of Right-of-Way data, historical road names, dedication dates, road plans, historical agreements, as well as new subdivision and survey records.
- ↗ Continue working on developing our recent Road Record web map.
- ↗ Pre and post-project Drone footage.